

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
ANNUAL REQUIREMENTS FOR
SIDEWALK SNOW REMOVAL AND
ICE MELT APPLICATION TO SIDEWALKS FOR
LINCOLN WATER SYSTEM - ASHLAND WATER TREATMENT
PLANT

DATE: September 09, 2004

CONTRACT PERIOD: Winter Snow Season 2004-2005

CONTRACTOR: C & L Lawn Care, Inc.
740 South 238th Street
Elmwood, NE 68349

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Wade Leming
Telephone No.: 402/781-2594 or 432-3251
FAX No.: 402/781-2594

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER RENEWAL OF SERVICE AGREEMENT

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

EO #68315
Dated 09/17/03

**SERVICE AGREEMENT FOR
SNOW REMOVAL SERVICES
FOR
LINCOLN WATER SYSTEM
ASHLAND WATER TREATMENT PLANT**

THIS AGREEMENT, made this 6th day of September 2002, by and between C & L Mowing, 740 South 238th Street, Elmwood, Nebraska 68349, hereinafter referred to as Contractor and Lincoln Water System - Ashland Water Treatment Plant, hereinafter referred to as Lincoln Water System - Ashland Water Treatment Plant.

WHEREAS, the Lincoln Water System - Ashland Water Treatment Plant have full responsibility for snow and ice removal from the facilities controlled by them; and

WHEREAS, from time to time the Lincoln Water System - Ashland Water Treatment Plant resources are insufficient to accomplish snow and ice removal in a timely manner, it is then necessary to acquire additional resources for purposes of snow and ice removal from Lincoln Water System - Ashland Water Treatment Plant parking facilities; and

WHEREAS, it is the purpose of this Contract to provide for the Contractor to perform snow and ice removal services for the Lincoln Water System - Ashland Water Treatment Plant;

NOW, THEREFORE, WITNESSETH, THAT:

1. The Contractor hereby agrees to perform snow and ice removal services as hereinafter set forth during the 2002-03 winter season, beginning on or about October 1, 2002 and ending on or about May 1, 2003, with the option for renewal for two (2) more seasons upon written acknowledgment by both the Contractor and Lincoln Water System - Ashland Water Treatment Plant. Contractor shall perform required snow and ice removal services at the Lincoln Water System - Ashland Water Treatment Plant; and for the hourly rates listed herein:
 - 1.1 Sidewalk snow removal
 - 1.2 Applying ice melt to sidewalks
2. Contractor shall provide general liability insurance in the amount of \$1,000,000.00 combined single limit for property damage and personal injury. Contractor shall name the City of Lincoln, Lincoln Water System - Ashland Water Treatment Plant of Lincoln as additional insured as pertains to the performance of snow and ice removal services.
 - 2.1 The policy shall insure the Lincoln Water System - Ashland Water Treatment Plant from any and all demands, claims causes of action, at law or in equity, resulting from the use of said equipment.
 - 2.2 The Contractor agrees to indemnify and save harmless the Lincoln Water System - Ashland Water Treatment Plant from any and all demands, claims, causes of action, either at law or in equity arising out of performance of snow removal services.
 - 2.3 The Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who performs any work under the Agreement.
 - 2.4 Contractor shall provide the City of Lincoln with certification of such insurance subject to approval by the City Attorney.

3. Contractor is an independent Contractor, and neither the Contractor nor his employees or agents shall be considered for any purpose to be employees of the City of Lincoln/County of Lancaster for any purpose.
4. This Agreement may not be assigned by the Contractor without the written authorization of the Lincoln Water System - Ashland Water Treatment Plant.
5. Contractor shall furnish all labor, equipment and materials to provide snow and ice removal services in accordance with the terms and conditions of this agreement, applicable laws and ordinances, and best industry practices.
6. Snow and ice removal services at each facility, including, but not limited to, scheduling of work, identification of priority work, hauling of snow to snow dumps, clearing of driveways and circular lanes, clearing of sidewalks, and spreading of gravel and ice melting compound, shall be coordinated with the various Lincoln Water System - Ashland Water Treatment Plant Agents, providing that snow and ice removal from sidewalks shall comply with the Lincoln Municipal Code Section 14.80.110.
7. The following provisions apply to snow removal from Lincoln Water System - Ashland Water Treatment Plant:
 - 7.1 Lincoln Water System - Ashland Water Treatment Plant shall supply all the Icemelt that is to be applied at this location.
 - 7.2 All snow removal begins with 1" on the
 - 7.3 During a heavy snow or constant snowfall, the properties will be under constant supervision and removal will begin as soon as the weather permits
8. The following pricing applies to snow removal for Lincoln Water System - Ashland Water Treatment Plant:
 - 8.1 1 Person/Snow Blower @ \$50.00/Hour
 - 8.2 1 Person/Snow Brush @ \$50.00/Hour
9. Lincoln Water System - Ashland Water Treatment Plant agents shall notify Contractor in writing of cancellation of services.
10. This contract may be canceled by either party upon thirty (30) days written notice.

EXECUTED THIS 16th DAY OF September, 2002



FOR THE CITY OF LINCOLN

Don Wesely
Mayor

FOR THE CONTRACTOR

IF A CORPORATION

Secretary (Seal)

Witness

C & H Lawn Care Inc.

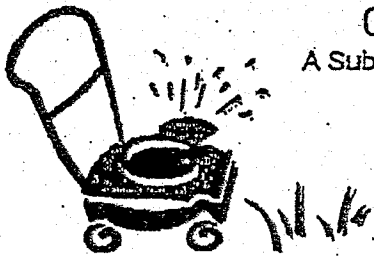
Company Name

By

Signature

Wade Heming President

Printed Name and Title



C & L MOWING
A Subsidiary of Wade's Welding Inc.

Wade Leming (Owner)
740 South 238th Street
Elmwood, NE 68349

(402) 781-2594 - Home
(402) 432-3251 - Cellular

November 24, 2001

LINCOLN WATER SYSTEM
PUBLIC WORKS & UTILITIES DEPARTMENT
ATTN: DIANE POOLE
109 EAST HWY 6 / PO BOX 144
ASHLAND NE 68003

RE: Sidewalk snow removal

PRICING

1 Person/snow blower	\$50.00 per hour
1 Person/snow brush	\$50.00 per hour
1 Person/truck & blade	\$75.00 per hour (2 locations only)

* \$15.00 per hour per additional person each site*

(for shoveling only)
TERMS/CONDITIONS

Lincoln Water System, Public Works & Utilities Dept. to supply all the Ice melt that is too be applied at these locations.

All snow removal begins with 1" on the surface.

During a heavy snow or constant snowfall, the properties will be under constant supervision and removal will begin as soon as the weather permits.

Thank you for your time and consideration regarding this bid. If you have any additional questions, please contact me at 432-3251.

Respectfully,

Wade Leming
Owner